

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

| | | |
|-------------------------|---|---------------------|
| CENTRO, INC., |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | Case No. 18-cv-2897 |
| |) | |
| ELIO MOTORS, INC. |) | |
| an Arizona corporation, |) | |
| |) | |
| Defendant. |) | |

COMPLAINT

Plaintiff Centro, Inc., by its undersigned counsel, as its complaint against Elio Motors, Inc., states:

Parties

1. Centro, Inc., formerly known as Centro Media, Inc. (plaintiff), provides web-based advertising services. Plaintiff is a citizen of the states of Illinois and Delaware. It is incorporated in Delaware and maintains its principal place of business in Chicago, Illinois.

2. Elio Motors, Inc. (defendant) is an automotive manufacturer. Defendant is a citizen of the State of Arizona. Defendant is incorporated in Arizona and maintains its principal place of business in Phoenix, Arizona.

Jurisdiction and Venue

3. The Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332, because this is a civil action where: (1) the amount in controversy exceeds the sum or value of \$75,000 exclusive of interest and costs, and (2) the plaintiff and defendant are citizens of different states.

4. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2) because a substantial portion of the events or omissions giving rise to this action occurred in this district.

COUNT I

Breach of Contract

5. In or around September 2016, plaintiff offered to provide defendant its advertising services in exchange for payment. In response, defendant agreed to pay plaintiff for an advertising campaign at an agreed upon rate.

6. From September 2016 through roughly December 2017, plaintiff provided its advertising services to defendant, issuing invoices to defendant for its services calling for payment in Illinois due 30 days after the invoice date. True and accurate copies of the invoices plaintiff issued to defendant are attached as Group Exhibit A.

7. Defendant failed to pay plaintiff the entire amount for the services itemized on the invoices attached as Group Exhibit A.

8. Plaintiff provided the services itemized on each of the invoices attached as Group Exhibit A, rendered all services requested by defendant, and otherwise fully complied with its obligations.

9. Despite plaintiff's full compliance with its obligations to defendant, defendant has breached its agreement to pay for plaintiff's services by failing to pay plaintiff the outstanding principal balance of \$304,514.50.

10. As a direct result of defendant's breach, plaintiff has sustained damages in the amount of \$304,514.50.

11. In accordance with Section 2 of the Illinois Interest Act, 815 ILCS 205/2, plaintiff is entitled to pre-judgment interest on the outstanding balance of \$304,514.50 at the annual rate of 5%.

Wherefore, plaintiff Centro, Inc. respectfully requests that this Honorable Court enter judgment in its favor and against defendant Elio Motors, Inc. in an amount of \$304,514.50, plus pre-judgment interest and costs.

COUNT II

Quantum Meruit (Pleaded in the Alternative)

12. Plaintiff re-alleges paragraphs one through four as Paragraph 12.

13. Between September 2016 and December 2017, plaintiff provided advertising services to defendant from plaintiff's offices in Chicago.

14. Plaintiff performed the work anticipating that it would be paid for services rendered.

15. Defendant knew that the advertising services that plaintiff anticipated being paid for the furnished services.

16. Defendant obtained a benefit and has been unjustly enriched by failing to pay for the advertising services furnished by plaintiff.

17. The fair market value for the advertising services furnished by plaintiff that remains unpaid is \$304,514.50.

Wherefore, plaintiff Centro, Inc. respectfully requests that this Honorable Court enter judgment in its favor and against defendant Elio Motors, Inc. in an amount of \$304,514.50, plus costs.

Respectfully submitted,

CENTRO, INC.

By: /s/ Ehren M. Fournier
One of its attorneys

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